

Attorney File: BIOA5063LBTG



Patent

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: WALTER J. DOBROGOSZ and SVEN E. LINDGREN

Filing Date: June 7, 1995

Serial No.: 08/476,630

Group: 1808

Examiner: Irene Marx

For: METHOD FOR INHIBITING MICROORGANISM GROWTH

CHANGE OF POWER OF ATTORNEY

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

The assignee of record of the entire interest on the above patent application, Biogaia Biologics AB, hereby revokes all previous powers of attorney and appoints the following attorney to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, said attorney having full power of substitution and revocation:

Lynn E. Barber, Registration No. 31,734

Address all telephone calls to Lynn E. Barber at (919) 833-8150. Address all correspondence to Lynn E. Barber, Post Office Box 6450, Raleigh, NC 27628.

The undersigned representative of the Assignee herein hereby states that the evidentiary documents related to ownership of this application have been reviewed. The assignment of this invention is set forth in the enclosed documents (ASSIGNMENT and CONFIRMATION OF ASSIGNMENT). The undersigned hereby certifies that to the best of the assignee's knowledge and belief, title is in the assignee seeking to take this action.

Signature: 

Name of Person Signing (typed or printed): Bo Molusam

Title of Person Signing: TRC/TP

Date: 4/7/91

RECEIVED  
MAY 23 1997  
GROUP 1808

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Walter J. Dobrogosz and Sven E. Lindgren (the "Inventors"), made an invention described in an original application entitled "Antibiotic Reuterin" executed by them and filed in the United States Patent and Trademark Office on May 1, 1987 as Serial No. 07/046,027 (now abandoned);

WHEREAS, the Inventors have assigned the entire right, title and interest in and to, any and all improvements which were disclosed in the invention entitled "Antibiotic Reuterin", found in Serial No. 07/046,027, and, in and to, all Letters Patent to be obtained for said invention by the original application or any continuation, division, renewal or substitute thereof, to Probiologics International, Inc. by an assignment document (the "Original Assignment" document) signed on September 17, 1987 and recorded with the U.S. Patent and Trademark Office at reel 4795/frame 940 on November 12, 1987;

WHEREAS, U.S. patent application Serial No. 07/102,830 was filed as a continuation-in-part of Serial No. 07/046,027 on September 22, 1987; and U.S. patent application Serial No. 07/268,361 was filed as a continuation-in-part of Serial No. 07/102,830 on September 19, 1988 (the two continuation-in-part applications);

WHEREAS, on behalf of Probiologics International, Inc., Walter J. Dobrogosz, Vice-President of Probiologics International, Inc., signed an assignment of the original patent application, Serial No. 07/046,027, to Biogaia AB, on December 8, 1989, including all continuations and divisionals thereof, which was recorded with the U.S. Patent Office at Reel 5199/Frame 0976 on December 28, 1989;

WHEREAS, the inventors have further confirmed their respective assignments to Probiologics International, Inc., and whereas Walter J. Dobrogosz has confirmed the assignment by Probiologics International, Inc. to Biogaia AB, and whereas the inventors have assigned to Biogaia AB any retained rights in the continuation-in-part applications thereof, by assignment document effective September 22, 1987;

WHEREAS, Biogaia Biologics AB, a corporation duly organized and existing under the laws of Sweden, for the benefit of itself, its successors and assigns, all inclusively hereinafter referred to as the Assignee, is desirous of acquiring from Biogaia AB, hereinafter referred to as the Assignor, the entire right, title and interest in and to the said invention, the said original application, all

REEL 7440 FRAME 2 b 8

inventions disclosed in said original application and any continuations, divisionals and continuation-in-part applications thereof, and any and all Letters Patent of the United States and of all other countries which may be granted for said invention or inventions, or any of them;

NOW THEREFORE, for good and valuable consideration to the Assignor paid by the said Assignee, the receipt whereof is hereby acknowledged, the Assignor does hereby sell, assign and transfer to the said Assignee the entire right, title and interest in and to the said invention, inventions, and application, including all priority rights arising therefrom, all inventions disclosed in said application, and any and all Letters Patent of the United States and of all other countries, together with the right to apply for such Letters Patent, which may be granted for the said invention, inventions, or any of them.

TO HAVE, HOLD AND ENJOY the said inventions, the said application, and the said Letters Patent, to said Biogaia Biologics AB, its successors and assigns, to its and their own use and behoof to the full end of the term or terms for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

AND THE ASSIGNOR HEREBY does authorize and request the Commissioner of Patents and Trademarks of the United States and the appropriate officers of all foreign patent offices to issue any and all Letters Patent which may be granted on the said application or applications above referred to or for the said inventions, or any of them, to the said Assignee in accordance with the terms of this instrument.

AND THE ASSIGNOR HEREBY does agree to execute and sign without further consideration any other legal document and any other assignments and any divisional, continuing, renewal, reissue or other application in and for all patents that may be appropriate and may be deemed necessary by the Assignee fully to secure to the said Assignee its interests as aforesaid and to the said invention or any part thereof and in and to the said patents or any of them.

AND the Assignor further covenants and agrees that it will at any time upon request communicate to the said Assignee, its successors, assigns or other legal representatives, any facts known to it relating to the said invention and any patent that may be granted thereon, and will testify as to the same in any interference or litigation when requested to do so.

AND the Assignor does hereby covenant for itself and its

legal representatives that it has not hitherto assigned or granted any license to make, use or sell said invention in conflict with this assignment, and that it will not henceforth purport to assign, license or execute any instrument to that effect in conflict with this assignment.

The undersigned warrants that he is authorized to sign this document on behalf of Biogaia AB.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date set forth below:

  
Name: Bo Mollstam

Jan 19, 1995  
Date

Title: Managing Director

RECORDED  
PATENT & TRADEMARK OFFICE

APR 19 95

REEL 1440 FRAME 210

## CONFIRMATION OF ASSIGNMENT

We, the undersigned Walter J. Dobrogosz and Sven E. Lindgren, state that we made an invention described in an original patent application entitled "Antibiotic Reuterin" executed by us and filed in the United States Patent and Trademark Office on May 1, 1987 as Serial No. 07/046,027 and since abandoned;

We, the undersigned Walter J. Dobrogosz and Sven E. Lindgren, further state that we assigned the entire right, title and interest in and to, any and all improvements which were disclosed in the invention entitled "Antibiotic Reuterin", found in Serial No. 07/046,027, and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal or substitute thereof, and as to letters patent any reissue or re-examination thereof, to Probiologics International, Inc. by an Assignment (the "Original Assignment") signed on September 17, 1987 and recorded with the U.S. Patent and Trademark Office at reel 4795/frames 940-941, on November 12, 1987 (copy attached as Exhibit A);

We, the undersigned Walter J. Dobrogosz and Sven E. Lindgren now further state and confirm that our respective assignments to Probiologics International, Inc. under the Original Assignment of any applications comprising a continuation application of the aforementioned patent application Serial No. 07/046,027 were intended to and did in fact include an assignment of our respective right in any continuation-in-part applications of the aforementioned patent application Serial No. 07/046,027;

We, the undersigned Walter J. Dobrogosz and Sven E. Lindgren, further state that United States patent application Serial No. 07/102,830 was filed as a continuation-in-part of patent application Serial No. 07/046,027 on September 22, 1987 (now abandoned); and U.S. patent application Serial No. 07/268,361 was filed as a continuation-in-part of patent application Serial No. 07/102,830 on September 19, 1988 (now abandoned) (together referred to herein as the two continuation-in-part applications); and at the respective times of filing and at all times since we have each treated the two continuation-in-part applications referred to herein, in which we, Walter J. Dobrogosz and Sven E. Lindgren, are the named co-inventors, as having been subject to and covered by the Original Assignment and therefore requiring no further assignment of our respective rights therein;

We, the undersigned Walter J. Dobrogosz and Sven E. Lindgren, further state that neither of us filed any further assignment covering the subject matter of either of the two continuation-in-part applications at the time such applications were filed or at any time since, and that each of us has relied on, and we each hereby reconfirm that each of us has always relied on, the Original Assignment above referred to as being effective to cause Probiologics International, Inc. to own all right, title and

REEL 7440  
FRAME 272

interest in the subject two continuation-in-part applications, and in all continuation, divisional, and continuation-in-part applications thereof, and in all reissues and re-examinations of any patents issuing from said patent applications;

The undersigned Walter J. Dobrogosz further individually states that he, in his capacity as Vice-President of Probiologics International, Inc., executed on behalf of Probiologics International, Inc., an assignment (the "Second Assignment") of the original patent application, Serial No. 07/046,027, to Biogaia AB, on December 8, 1989, including all continuations and divisionals thereof, and any patent or patents issued or issuing with respect to the original patent application after the date of the assignment, which Second Assignment was recorded with the U.S. Patent Office at Reel 5199/Frame 0976 on December 28, 1989 (copy attached as Exhibit B);

The undersigned Walter J. Dobrogosz further individually states and confirms that when he, Walter J. Dobrogosz acted on behalf of Probiologics International, Inc. in connection with executing the Second Assignment on its behalf, he, Walter J. Dobrogosz of his own knowledge knows that Probiologics International, Inc. for whom he acted, intended and meant the term "continuation" as used in the Second Assignment to include any patent application which comprised a continuation-in-part application of the original application Serial No. 07/046,027, as well as all continuation, divisional and continuation-in-part applications thereof, and that to his personal knowledge he knows that Probiologics International, Inc. intended to transfer all right, title and interest in all continuation-in-part applications derived from the original application Serial No. 07/046,027 owned by Probiologics International, Inc., as well as all continuation, divisional, and continuation-in-part applications thereof, to Biogaia AB;

We, the undersigned Walter J. Dobrogosz and Sven E. Lindgren further confirm and state that we and each of us as co-inventors and assignors of the subject matter referred to above have, since the date of the Second Assignment, treated Biogaia AB as having been assigned the entire right, title and interest in all continuation-in-part applications of patent application Serial No. 07/046,027, as well as in all continuation, divisional, and continuation-in-part applications thereof;

For clarity and to the extent that the Original Assignment to Probiologics International, Inc., referred to above, did not accurately express our individual and joint intentions to assign all right, title and interest to all continuation-in-part applications to Probiologics International, Inc., and to the extent we therefore unintentionally retained rights in the two continuation-in-part applications that were not assigned in our Original Assignment document, we further state and confirm hereby

REEL 7440 FRAME 273

that we each do waive and release to Biogaia AB all rights in the two continuation-in-part applications referred to herein, and to all continuation, divisional, and continuation-in-part applications thereof, and to the extent required by the circumstances set forth herein, do hereby sell, assign and transfer unto Biogaia AB the entire right, title and interest in and to the two continuation-in-part applications recited herein, and to all continuations, divisionals, continuations-in-part, or renewals thereof, and to and in all letters patent, and any reissue or re-examination thereof, and to all legal equivalents thereof in any foreign country, including the right to claim priority, our release and assignment to Biogaia AB pursuant to this instrument to be effective as of and retroactive to September 22, 1987.

We, the undersigned Walter J. Dobrogosz and Sven E. Lindgren, do hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements, and the like, so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of any patent application or any patent referred to above.

IN WITNESS WHEREOF, we have each hereunto set our respective hand and seal on the dates set forth below.

Dec 7, 1994

Date

Walter J. Dobrogosz

Walter J. Dobrogosz

November 16 1994

Date

Sven E. Lindgren

Sven E. Lindgren

REEL 7440 FRAME 74

## EXHIBIT A

## PATENT

For:  U.S. and/or  Foreign Rights  
 For:  U.S. Application or  U.S. Patent  
 By:  Inventor(s) or  Present Owner

## ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR:	Walter J. Dobrogosz	(Type or print name(s) of ASSIGNOR(S))	(Type or print name(s) of ASSIGNOR(S))
(inventor(s))			
	4022 Converse Drive		
	Address	Address	
	Raleigh, NC 27609		
	USA		
	Nationality	Nationality	

Sven E. Lindgren	(Type or print name(s) of ASSIGNOR(S))
FURDALSVAGEN-13B	
Address	
75260	
Uppsala, Sweden	
Sweden	
Nationality	

hereby sell, assign and transfer to  
 ASSIGNEE:

Probiotics International, Inc.	(Type or print name of ASSIGNEE)
4022 Converse Drive	
Address	
Raleigh, North Carolina 27609	
Nationality	

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

the entire right, title and interest  
 an undivided \_\_\_\_\_ percent (\_\_\_\_%) interest

for the United States and its territorial possessions

(check the following box if foreign rights are also to be assigned)

and in all foreign countries

in and to, any and all improvements which are disclosed in the invention entitled:

Antibiotic Reuterin

REEL 4795 FRAME 40

REEL 440 FRAME 215

(check and complete (a), (b), (c) or (d))

and which is found in

- (a)  U.S. patent application executed on even date herewith
- (b)  U.S. patent application executed on \_\_\_\_\_
- (c)  U.S. application serial no. 07/1045,027 filed on 05/01/87 and amendment filed 09/22/87
- (d)  U.S. patent no. \_\_\_\_\_ issued \_\_\_\_\_  
(also check (e) if foreign application(s) is also being assigned)
- (e)  and any legal equivalent thereof in a foreign country, including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any re-issue or re-examination thereof

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

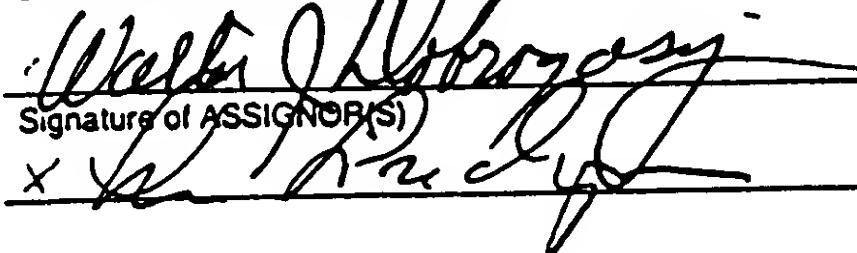
ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

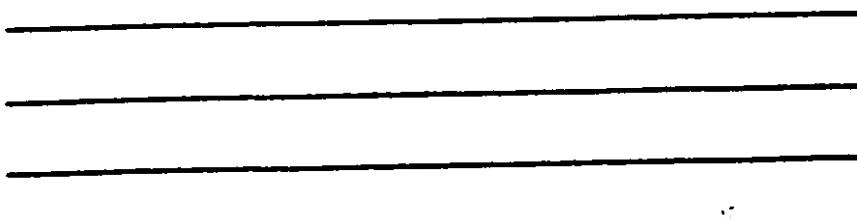
IN WITNESS WHEREOF, I/We have hereunto set hand and seal this  
9-17-87 (Date of signing).

WARNING: Date of signing must be the same as the date of execution of the application if item (a) was checked above.

RECORDED  
PATENT & TRADEMARK OFFICE

NOV 12 1987

  
Signature of ASSIGNOR(S)

  
Signature of COMMISSIONER OF PATENTS

1401 LASALLE 1643 OFFICE

If ASSIGNOR is a legal entity complete the following information

Type or print the name of the above person  
authorized to sign on behalf of ASSIGNOR

\_\_\_\_\_  
Title

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 USC 261. Use next page if notarization is desired.

Notarization or Legalization Page Added.

(Assignment of Invention[16-3]—page 2 of 2)

REEL 14795 FRAME 941

REEL 1440 FRAME 276

EXHIBIT B

ASSIGNMENT OF PATENT APPLICATION

(Domestic)

WHEREAS, on May 1, 1987, PROBIOLOGICS INTERNATIONAL, INC., a Delaware corporation ("Assignor"), filed that certain Application for Letters Patent for an invention (the "Invention") entitled "Antibiotic Reuterin," Serial No. 07/046,027 (hereinafter referred to as the "Patent Application") in the United States Patent and Trademark Office; and

WHEREAS, Assignor and BIOGATA AB, a Swedish corporation ("Assignee"), executed and entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), of even date herewith, whereby Assignee has purchased certain of the assets of Assignor, including, but not limited to, the Invention and the Patent Application;

NOW, THEREFORE, for good and valuable consideration, including, but not limited to, the consideration set forth in the Purchase Agreement, the full receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants, warranties and promises set forth in the Purchase Agreement, Assignor hereby transfers, assigns and conveys unto Assignee all right, title and interest in and to the Invention, the Patent Application and all continuations and divisionals thereof, and any patent or patents issued or issuing with respect to the Patent Application after the date hereof.

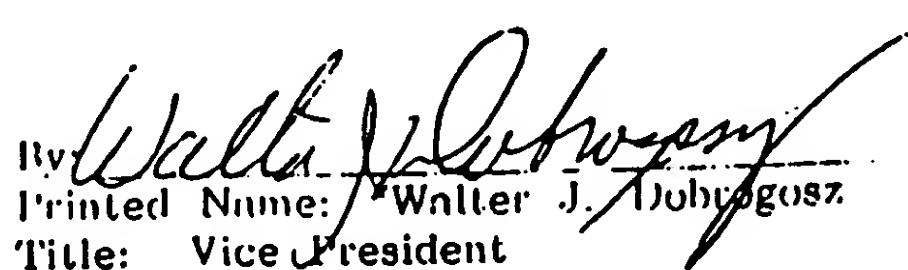
Assignor hereby appoints Lynn E. Barber, Olive & Olive, 500 Memorial Street, Durham, North Carolina 27702, Attorneys-at-Law, with full power of substitution, to file and record this Assignment, to transact all business in the Patent and Trademark Office in connection therewith, to receive any certificates or confirmatory documents relating thereto, and to take any and all action before the Patent and Trademark Office to give effect to this Assignment.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment of Patent Application as of the 8th day of December, 1989.

RECORDED  
PATENT & TRADEMARK OFFICE

APR 19 95

PROBIOLOGICS INTERNATIONAL, INC.

By   
Printed Name: Walter J. Dobrogosz  
Title: Vice President

REEL 5199 FRAME 976

REEL 7440 FRAME 211